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Digests Of Recent Opinions

See Rule 23 Court of Errors and Appeals, 16 New Jersey Misc. Reports 570. New Jersey decisions if officially reported are to be cited from the Official Reports (by the official serial numbers of the reports, and not by reporters' names and numbers); if not officially reported, that fact to be stated and the decisions may then be cited from unofficial reports.

REMOVAL OF CAUSES — When two or more plaintiffs, having separate demands, unite in a single suit, it is essential that the demand of each be of requisite jurisdictional amount before removal will be granted from state court to Federal court.

Digested from an opinion rendered by Donges, J. on September 14, 1943. N.J. Sup. Ct. Blanton v. Braslow. T. Millet Hand for pltfs. De Brier & Shahadi and Harry Niller for defts.

Defendants has filed a petition seeking the removal of the cause to the federal court. The plaintiffs are husband and wife and she sues to recover damages resulting from personal injuries sustained in a fall on hotel premises operated by defendants in Ocean City, May County, N. J. The husband sues per quod fro his incidental expenses. Each plaintiff demands damages in the amount of $2500. The plaintiffs are residents of the District of Columbia and the defendants are residents of Pennsylvania.

A cause remanable under the Federal statute is presented provided the amount in controversy is in excess of the sum of $3000. Defendants claim that because the aggregate of the damages claimed is $5000, the amount is in excess of $3000. Plaintiffs claim that there are two amounts in controversy, each of less than $3000 and therefore the cause may not be removed.

The rule has been laid down by the U. S. Sup. Ct. in Troy Bank of Troy, Indiana v. H. A. Whitehead & Co. 222 U.S. 39 as follows. "When two or more plaintiffs, having separate and distinct demands unite for convenience and economy in a single suit, it is essential that the demand of each be of the requisite jurisdictional amount; but when several plaintiffs unite to enforce a single title or right, in which they have a common and undivided interest, it is enough if their interests collectively equal the jurisdictional amount."

Do plaintiffs here seek to enforce a "single title or right, in which they have a common and undivided interest" or have they combined "separate and distinct demands?" In Kempel v. Moon 5 N.J.L. 220, it was said: "A husband who sues for loss of consortium sues not in his wife's right but in his own; likewise as to money disbursements incurred by him. His wife never had any right to those recoveries." It was held in that case that a husband's contributory negligence would bar his recovery for disbursements and loss of consortium under circumstances under which the wife was entitled to recover against the defendant for her personal injuries. It is not disputed that the husband and wife, plaintiffs herein, could have brought seperate suits. They have combined them for convenience. Their rights to recover would be controlled by the same factual situation, when their causes were submitted together, but that would not operate to make their causes of action a single one.

The rule in New Jersey being that the husband and wife have separate causes of action and the law respecting the jurisdiction of the federal court being as quoted above from the opinion of the U. S. Sup. Ct., the court concludes that the amount in controversy is not in excess of $3000, because it is essential in such circumstances, that the amount of each demand be of the jurisdictional sum.

Petition denied.

(Continued on page 2, col. 1)

Decision Holds State Could Not Force Unions to Incorporate

New York (CCNS)—Because of its possible effect on similar future proposals in other states, considerable interest was attracted by a recent Denver District Court ruling that the state of Colorado could not force labor unions to incorporate.

In an opinion by Judge Charles Sackman, the court ruled that the incorporation section of the 1943 Colorado labor relations act was unconstitutional because it was class legislation and "discriminates by singling out labor organizations as distinguished from all other types of activities in general and employer associates in particular."

The court held, however, that the remainder of the act, patterned after the Wisconsin labor code, is constitutional and is "not a regulation of interstate commerce or in conflict with the national labor relations act."

Calling for stringent supervision of labor affairs by the State Industrial Commission, the sections of the law which were upheld include provisions forbidding arbitrary or excessive dues, outlawing the secondary boycott and the sit-down strike, permitting union members to demand financial reports, and authorizing the commission to "supervise picketing when it endangers public peace or property."

While some 11 states this year enacted measures imposing more stringent restrictions on labor unions, the Colorado law went further than the others in attempting to force the incorporation of all unions. Such proposals had been unsuccessfully advanced in many states, however.

Another development of significance in the field of state labor legislation is the indication that the closed shop issue will be placed on the 1944 general election ballot in Arkansas. Partial petitions for an Arkansas constitutional amendment which would nullify closed-shop policies of most labor unions were recently sent to Arkansas Secretary of State C. G. Hall.

Urges Lawyers to Fight For Their Rights

Can't Be Complacent While Lay 'Specialists' Usurping Whole Fields, Writer Says

Austin, Tex. (CCNS) — How shall lawyers overcome the competition of the lay "specialist" in various branches of administrative law, both in the interest of the public and of the Bar itself?

The problem is tackled in a hardhitting article in the current issue of the Texas Bar Journal, in which the author warns the Bar that if it is going to be content to see whole fields of the practice of law preempted by the so-called specialists, then it must be prepared to witness a rapid narrowing even of the field in which lawyers are now held exclusively entitled to operate.

Invidious Distinction

The writer, D. Ray Owen, Jr., of the Salt Lake City Bar, points out that the lay practitioner gains a foothold by reason of the distinction lawyers allow to be drawn between advising a client with respect to rights and liabilities depending on case law and those that derive from statutory law and administrative regulations.

In the latter case the idea has developed that the layman may advise clients as to the nature, interpretation and application of the law. A glaring example of this is in the field of taxation, where laymen advise as to state and federal law, its construction and its application to various factual situations, and appear before administrative tribunals and the U. S. Tax Court. With an eye to taxes, laymen also go so far as to recommend the formation or dissolution of a corporation or partnership, the transfer of property by gift, deed or will, and the preparation of wills and trusts.

How He Becomes Specialist

The layman, free to advertise and solicit as much as he pleases soon attracts the business desired and in time, unless he is seriously incompetent, he may obtain sufficient experience so that he actually becomes something of a specialist. Meanwhile the lawyer who has prepared himself for such work sits and waits and perhaps never gets a single matter in that field.

Mr. Owen proposes a three-pronged attack on the problem. He would:

1. Fight the unauthorized practice energetically, taking issue with boards and governmental authorities that are permitting such practice.

2. Educate the public to the fact that it's a lawyer a person should see when he must deal with an administrative agency.

3. Encourage specialization by lawyers, in recognition of the impossibility of any one person's keeping abreast of developments in all the branches of the law.

BAR EXAMINATIONS

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The Influence of Totalitarianism On the Flag-Salute Decision

By Walter J. Bilder

The impact of the totalitarian dictatorships upon the affairs of mankind has been scarcely greater in the domain of actualities than in the realm of thought. The governmental system which those dictatorships have evolved and caused to comprehend and to engross all aspects of their subjects' lives, has come to exercise a power over the minds of men far beyond the reach of the dictatorships' direct force and control. In respect of everything which, closely or remotely, is concerned with or affected by the operations or the influence of government, the thinking of all men in all places today takes totalitarianism into serious, if not preponderant, account.

It is not strange, therefore, that even the cogitations of our courts nowadays, are sometimes found to be infused with considerations suggested by or related to the existence of totalitarian government. Certainly, in those cases, at least, where the extent of governmental authority is in question, explicit reference to the imposing fact of totalitarianism would be so far expected that its absence might be thought notable. Hence, it would not seem shocking to suggest that intellectual repercussions of totalitarianism could reasonably be looked for in the deliberations even of our Federal Supreme Court, notwithstanding the hallowed notion of that august body's mental isolation from "the pressures of the day" and "the influence of immediacy", to use the words of Justice Frankfurter.

But, to suggest that, in any case, the existence of totalitarianism had exerted upon the minds of the majority of the Supreme Court's members an influence so dominating as to be decisive in the matter, might seem utterly extravagant. Yet such is the thesis of this article. That is to say, it is the thesis of this article that if the "flag-salute case"* had come before the same Supreme Court prior to the existence of the totalitarian dictatorships, the decision of that case would have been the opposite of what it was. The contention here made and argued is that the decision in that case was born of the Court's profound reaction to the world-wide mental climate created by those dictatorships; that the Court embarked upon its consideration of the case and arrived at its decision under the predominant influence of that commanding fact.

The facts of the case were simple, plain, and few. In pursuance of a West Virginia statute authorizing and directing the State Board of Education "to prescribe courses of study" in the public schools "for the purpose of teaching, fostering and perpetuating the ideals, principles and spirit of Americanism", that body instituted in the public schools, "as a regular part of the program of activities", a "salute to the flag", and required all teachers and pupils "to participate in the salute honoring the Nation represented by the Flag". The "salute" include a recital of the "pledge of allegiance", which was in the following words:

> "I pledge allegiance to the Flag of the United States of America and to the Republic for which it stands; one Nation, indivisible, with Liberty and justice for all".

A "refusal to salute the flag" was to be terated as "insubordination" incurring a penalty of expulsion; and readmission to the school was to be granted on

(Continued on page 3, col. 1)

*The West Virginia State Board of Education, etc., et al vs. Walter Barnette, et al. Decided by U. S. Supreme Court on June 14, 1943.

Says Bar Could Correct Abuses Of Bureaucracy

Need Only To Take Proper Interest In The Subject, Judge Tells Lawyers Club

Los Angeles, (CCNS) — What lawyers don't like about administrative agencies and their procedures could be corrected if the profession took sufficient interest in the subject, Judge Justin L. Miller, of the U. S. Court of Appeals for the District of Columbia, told the Los Angeles Lawyers Club.

Predicting that the pressure of war would result in an increase in the number of agencies "to meet difficult situations where summary action is required," Judge Miller said:

Can Have What They Want

"I have no doubt that if lawyers and judges took the proper interest in this subject and prepared themselves to handle this field, we would not only get judicial review in proper scope and measure on the action of administrative agencies, but lawyers could play a very large part in the framing of administrative agencies and their procedure."

The federal jurist reminded his audience that the lawyers have a very powerful administrative agency of their own—the integrated California State Bar. The first thing this agency did when it was created was to eliminate some 300 lawyers who couldn't provide satisfactory credentials.

Another agency created by the profession, Judge Miller noted, was the State Judicial Council.

The Council is now studying what the relationship should be between the courts and the administrative agencies, the speaker observed, adding that he was particularly impressed by the fact that it was necessary to adopt administrative procedure to bring the courts up to date.

As for the federal bureaucracy, if the postwar Congress considers the agencies to have spread too fast and too far it will probably utilize the method it has already employed in some cases—simply cut off their appropriations.

DIGESTS OF RECENT OPINIONS

(Continued from page 1)

CONTRACTS — UNIONS — A collective bargaining agreement is regarded as the joint and several contract of members of the Union made for them by their agents.

Digested from an opinion rendered by Jayne, V. C. Sept. 7, 1943. In Chancery of N. J. Local v. Welin. David Mandel for complt. W. Howard Demarest for Welin. Thomas L. Parsonnet for Federal Labor Union.

This bill was filed by Local 20 of the Industrial Union of Marine and Shipbuilding Workers of America existing by virtue of a charter issued by an affiliate of the Congress of Industrial Organizations. The defendant, Federal Labor Union, is a similar unincorporated association possessing a charter issued by the A. F. of L. The remaining defendant may be pertinently styled the employer.

The bill discloses that a contract was made between the Welin Corp. and the Federal Labor Union which contains the following paragraph: "20. The company agrees and the Union does authorize the company to deduct the monthly union dues and such initiation fees as may be levied from time to time by the Union, from the wages of the employees. This check-off is to be made on the first day of each month during the life of the contract or at such other mutually agreed time as will conform to the accounting practices of the company."

This contract expired by its terms, but the bill expressly charges that the contract was immediately perpetuated by the assent of the same parties, pending the negotiation and approval of a new agreement.

At a meeting of the Federal Labor Union on June 27, 1943 it was resolved by a vote of the members present to terminate their affiliations with the A. F. of L. and to accept a charter available from the Industrial Union of Marine and Shipbuilding Workers of America, which is associated with the C.I.O. and to designate their association as Local 60 etc. Thereafter the employer was informed of the action taken at the meeting of the members of the Federal Labor Union and notified by a communication signed by a majority of the members of the "intent and desire" of the complainant to undertake the duties and inherit the rights of the Federal Labor Union specified in the existing contract. The bill expresses the disinclination of the deft. Corp. to assent to the substitution of the Complainant for the Federal Labor Union as a party to the present continuing compact.

The complainant has addressed a petition to the N.L.R.B. requesting authorization of an election to determine the bargaining agent empowered to represent the employees of the Welin Corp.

Complainant prays for an interlocutory order and ultimate decree restraining the deft. Corp. from hereafter disbursing any such deductions to the Federal Labor Union and enjoining the Federal Labor Union from using any funds received by it from the Welin Corp. by way of check-off subsequent to the meeting of June 27, 1943.

Complainant seeks the immedmediate allowance of the desired restraint, and defendants contravene with motions to strike the bill.

The practice of the employer to deduct union dues and fees from the wages of the employees, commonly known as the "check-off", is definitely a contractual expedient. The obligation of the employer to originate and pursue the practice arises only by virtue of contract.

The only contractual obligation of the Welin Corp. mentioned in the bill is the operating extension of the former contract by which the employer agreed "to deduct the monthly union dues and such initiation fees as may be levied from time to time" by the Federal Labor Union "from the wages of the employees" and to pay them to Federal. The bill does not expose any legal or equitable interest of the complainant Union in the proceeds of the check-off. It does not exhibit any privity of contract between the Welin Corp. and the complainant Union.

Our courts now regard a collective bargaining agreement as the joint and several contract of the members of the Union made for them by their agents. The only existing agreement requires the Welin Corp. to remit the dues and fees to the Federal Labor Union. The group of employees who have now joined the complainant Union apparently do not wish to abrogate the existing contract in all its particulars, and evidently do not object to the check-off, but desire that the employer be restrained from remitting the dues and fees deducted from the wages of all the employees to the Union previously designated in the contract, and of which Union they were formerly members. None of the individual employees is a party complainant asserting any injury to his individual rights.

In the absence of facts disclosing some legal or equitable right or interest of the complainant Union in the fund constituting the check-off the bill must be regarded as unavailing.

BANKRUPTCY — Requirement of scheduling names and residences of creditors is important and has been strictly interpreted.

BANKRUPTCY — Where residence of creditor is designated as unknown but in fact the bankrupt by reasonable diligence could ascertain creditor's address, the debt will not be discharged.

Digested from an opinion rendered by Burling, C.C.J., September 3, 1943 Atlantic City Circuit Ct. Bucci v. La Rocca. Harry M. Tonkin for pltf. William E. Stringer for deft.

Petition was filed by the defendant setting forth that the plaintiff recovered a judgment in this court on July 29, 1927; That on March 26, 1932, defendant filed a voluntary petition in bankruptcy in the U. S. District Court for the District of N. J. and was adjudicated a bankrupt and was granted a discharge of all debts and claims which were made provable by the bankruptcy acts of the U. S., except such debts as were by law excepted from the operation of the discharge in bankruptcy; that the judgment was a listed and provable claim included within the purview of the order of discharge; that on June 1, 1943 a writ of execution was issued out of this court and thereafter a levy was made upon money on deposit of the defendant in the Ventnor City National Bank. The prayer of the petition is to restrain the sheriff from proceeding further under the direction of the writ and restraining the plaintiff from taking any other steps toward the collection of the judgment against the defendant.

The plaintiff opposes the application on the ground that the debt is not discharged by the bankruptcy proceedings.

The pertinent provisions of the Bankruptcy Act effective at the time of the filing of the petition in bankruptcy relating to debts not affected by discharge is as follows: "A discharge in bankruptcy shall release a bankrupt from all of his provable debts, except such as * * (third) have not been duly scheduled in time for proof and allowance, with the name of creditor, if known to the bankrupt unless such creditor had notice or actual knowledge of the proceedings in bankruptcy."

The schedules of the bankrupt were admitted into evidence and under the subdivision thereof, entitled "Creditors whose claims are unsecured," the following appears: Note—Atlantic Safe Deposit & Trust Co., Atlantic City, N. J., note originally $750 endorsed by Joseph T. Bucci reduced to $670 by endorser. Interest to be added from December 6, 1926—$670.

It is contended and it appears to be a fact that the judgment referred to in the petition herein is the outgrowth of the note referred to in the schedules. However, it appears that the Atlantic Safe Deposit & Trust Co. on November 28, 1926, assigned, transferred and delivered said note and the amount due thereon to the plaintiff, the endorser, upon payment to it, by the endorser of the amount due on said note. Plaintiff thereafter proceeded as the holder thereof, to the entry of the judgment referred to more than three years prior to the date of the filing of the petition in bankruptcy.

The requirement of scheduling names and residences of the creditors is a most important one, and has been strictly interpreted.

Under this exception only duly scheduled debts are discharged. "Due scheduling" means proper scheduling. Obviously, what is and what is not "due scheduling" must depend largely upon the facts in each case.

As in the case of scheduling names of creditors, great care must be exercised by the bankrupt in specifying residences of creditors. In this respect "due scheduling" requires that the residences of creditors, if known to the bankrupt be set forth correctly in the schedule; if the bankrupt is ignorant of such information, such fact should be expressly stated in the schedule. Where the residence of a creditor has been designated as unknown but in fact the bankrupt by the exercise of reasonable diligence could have ascertained the creditor's address, the debt will not be discharged.

Discussions were had by defendant with plaintiff respecting the institution of suit by plaintiff and subsequently in an attempt to purchase merchandise in the store of the plaintiff prior to the bankruptcy proceedings.

No attempt was made to go into evidence on the part of the defendant, proof of his exercise of due diligence in attempting to ascertain the residence of the plaintiff.

It is apparent that in the exercise of reasonable diligence the address of the residence of the plaintiff at the time of the institution of the bankruptcy proceedings were easily ascertainable, and the court so finds. There is a void with respect to the residence of the plaintiff in the schedules.

It is to be noted the further carelessness and treatment of this claim by the bankrupt that the claim is listed as a note whereas defendant was aware that it had been assigned by the original holder in 1926, and reduced to judgment in July 1927 by virtue of his having been made a party to the suit of the plaintiff. Plaintiff should have been listed as the principal and only creditor in relation to the claim. The failure in relation to the plaintiff's address is "jurisdictional."

The court finds that the claim now the judgment of the plaintiff, was not duly scheduled and also that plaintiff had no notice or actual knowledge of the proceedings in bankruptcy.

After proof of lack of scheduling has been met the burden is upon the bankrupt to show actual knowledge or notice of the bankruptcy on the creditor's part.

It is immaterial whether omission or failure to schedule "duly" the debt was innocent or was fraudulent, it is contrary to under the present law.

Petition denied.

(Continued on page 4, col.

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Flag-Salute Decision

(Continued from page 1)

pliance with the require-nt. The pupil's enforced ab-e from school, meanwhile, s to be regarded as "unlawful sence", subjecting the pull proceedings as for delin-cy and the parents to ecution as for responsibility the child's "unlawful ab-e". Yet, an escape from the mma thus presented was af-ded to the dissidents by the rnative of attendance at a ate school.

hildren of parents belonging religious body called "Jeho-'s Witnesses" were expelled n schools for their refusal to te the flag because they dered it an "image" which Bible forbade them to "bow n" to or "serve". A court in-tion against enforcement of flag-salute requirement was ht upon the grounds that requirement was an uncon-tional denial of religious dom and of freedom of ch, and was invalid under "due process" and "equal tection" clauses of the Four-th Amendment to the Fed-Constitution. Six of the t's nine Justices joined to the flag-salute requirement e unconstitutional on the le ground that it violated ights of freedom of speech of religion.

e majority opinion, written Justice Jackson, concluded as ws: "We think the action of local authorities in compel-the flag salute and pledge ceeds constitutional limit-ns on their power and in-s the sphere of intellect and which it is the purpose of First Amendment to our titution to reserve from all al control. The decision of Court in Minersville School ict v. Gobitis and the hold-of those few per curiam de-s which preceded and fore-owed it are overruled. * * *."

e of the six Justices in the ity, wrote separate concur-opinions. Of the three dis-ng Justices, two merely d that they adhered to the expressed by the Court in Gobitis case, and the re-ning Justice, Justice Frank-r, wrote an extensive and elaborate opinion in support of his dissent.

The majority opinion of Justice Jackson and the concurring opinions of Justices Black and Douglas are based on and pervaded by the interpretation and characterization of the compulsory flag-salute as an enforced expression of **opinion** or **belief.** That definite clear-cut view constitutes the avowed rationale of their decision. The following excerpts from those opinions are germane. Said Justice Jackson: "We are dealing with a compulsion of students **to declare a belief.** * * * There is no doubt that, in connection with the pledges, the flag salute **is a form of utterance.** * * * here it is the State that employs a flag as a symbol of adherence to government as presently organized. It requires the individual **to communicate** by word and sign his acceptance of the political **ideas** it thus bespeaks. * * * the compulsory flag salute and pledge requires **affirmation of a belief** and an attitude of mind. * * * censorship or suppression of expression **of opinion** is tolerated by our Constitution only when the expression presents a clear and present danger of action of a kind the state is empowered to prevent and punish. It would seem that involuntary **affirmation** could be commanded only on even more immediate and urgent grounds than silence. * * * To sustain the compulsory flag salute we are required to say that a Bill of Rights which guards the individual's right **to speak his own mind,** left it open to public authorities to compel him to utter what is not in his mind. * * * validity of the asserted power to force an American citizen publicly to confess any **statement of belief** or to engage in any ceremony of assent to one, presents questions of power that must be considered independently of any idea we may have as to the utility of the ceremony in question. * * * The question which underlies the flag salute controversy is whether such a ceremony so touching **matters of opinion** and **political attitude** may be imposed upon the individual by official authority under powers committed to any political organization under our Constitution * * * Free public education, * * * will not be partisan or enemy of any class, creed, party, or faction. If it is to impose any **ideological** discipline, however, each party or denomination must seek to control * * * the influence of the educational system. * * * Probably no deeper division of our people could proceed from any provocation than from finding it necessary to choose what **doctrine** and whose program public educational officials shall compel youth to unite in embracing * * * Compulsory unification **of opinion** achieves only the unanimity of the graveyard. * * *" If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, **or other matters of opinion** or force citizens to confess by word or act their faith therein". In their concurring opinion, Justices Black and Douglas said: "These laws, must, to be consistent with the First Amendment, permit the widest toleration of conflicting **viewpoints** consistent with a society of free men". In his concurring opinion Justice Murphy said: "To many it is deeply distasteful to join in a public chorus of affirmation of private **belief.** *** Official compulsion to affirm what is contrary to one's religious **beliefs** is the antithesis of freedom of worship".

On grounds of common sense, the ordinary layman would probably find it difficult, if not impossible, to understand how the majority Supreme Court Justices could view the flag-salute as being an utterance of **opinion** or **belief.** To begin with, the layman would note that the flag-salute is defined by the express language of the governing school-regulation as "the salute **honoring** the Nation represented by the Flag". (The **"honoring"** is bespoken for the **"Nation"** and not for the "Flag" itself.) Thus, in its very origin the Flag-salute is conceived and defined by its authors, not as an **expression of an opinion or belief,** but as a **manifestation of deep respect.** A manifestation of respect, however, is obviously not an utterance of opinion or belief. To ignore the fundamental difference between the two things and to identify them, is to obliterate the boundary lines between different meanings and to render thought confused.

The display of an attitude of respect is no more an utterance of opinion or belief than the display of fear or affection is an expression of opinion or belief, unless, of course, it be said that to manifest respect imports an opinion or belief that the object of the attitude is worthy of respect. Yet, if this were to be considered as the 'opinion or be-belief" which the flag-salute signifies, surely the Supreme Court would not have pronounced against its constitutionality. For, no one could possibly regard it as an infringement of freedom of speech or religion to require a citizen to display outward respect for his Nation, that is to say, for the organized society of 130,000,000 human beings of which he himself is a member. At any rate, that certainly is not what the majority Supreme Court Justices meant. Their above quoted language makes it clear that what they had in mind was not that the flag-salute constituted **an ethical or sentimental evaluation** of the Nation by the participant, but that it constituted **an ideological or religious profession** by him.

Indeed, Justice Jackson puts his intended meaning beyond question when, referring to the Flag as a symbol, he says: "Symbols of State often **convey political ideas".** And in the above quoted excerpts from his opinion, the significance of the following words and phrases is unmistakable, viz.: "Political ideas", "ideological discipline", "doctrine", "unification of opinion", and "What shall be orthodox in politics, nationalism, religion, **or other matters of opinion".** Likewise in the above quoted excerpts from the concurring opinion of Justices Black and Douglas, the significance of the words "conflicting **viewpoints"** is unmistakeable. So too, Justice Murphy speaks of "affirmation of private **belief"** and "religious **beliefs".** From all this, it is plain that the majority Justices were not thinking and speaking of the flag salute as if they considered that it signified merely an opinion or belief that the "Nation" honored by the Flag-salute **was worthy of honor.**

To repeat, we have pointed out what would seem obvious to the layman, that the very significance officially and explicitly attached to the Flag-salute by its authors, denotes it as a manifestation of respect for the Nation and not an utterance or profession of opinion or belief concerning any political ideas or doctrines or any religious creed or faith. But something more, of like significance, would be apparent to the layman. For, he would note the all-important fact that the salute is coupled with an actual utterance which constitutes the entire flag-salute ceremony, not an expression of opinion or belief, but a solemn promise of behavior, namely, a promise of such behavior as will evince "allegiance * * * to the Republic for which it (the Flag) stands". In other and plain words, the participant in the flag-salute ceremony does nothing more or less than solemnly promise that he will not be an enemy of his Country. To conceive of this "pledge", this promise, of loyal behavior, as an utterance of opinion or belief, is arbitrarily to substitute new and alien meanings in place of those firmly and commonly accepted, and so, to that extent, to render language useless. To contend that the exaction of a promise of loyal behavior to the Nation can work any restraint of constitutionally guaranteed freedom of speech or religion, is to contend for something which would strike the average layman as bizarre.

All this which would seem to be so plain to the ordinary observation of the layman, surely could not have been wholly invisible to the scrutiny of the majority Supreme Court Justices. Indeed, the contrary is unmistakeably indicated by the internal evidence of certain language in their opinions. Here and there can be detected signs, as it were, of unconscious recognition by them that the major premise of their position begged the question in the case, and that their interpretation and characterization of the flag-salute ceremony as an enforced utterance of **opinion** or **belief,** was essentially unrealistic. For, various expressions of the Court acknowledge, at least by plainest implication, that the flag-

(Continued on page 7, col. 2)

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OFFICIAL PUBLICATION FOR NEWS AND NOTICES OF THE NEW JERSEY STATE BAR ASSOCIATION

THURSDAY, SEPTEMBER 23, 1943

DIGESTS OF RECENT OPINIONS

(Continued from page 2)

NEGOTIABLE INSTRUMENTS— Where there is no notice of defect in title of a person negotiating a check complete and regular upon its face, person taking same for full value must have knowledge of a defect in title of the person negotiating the same, or be shown to have bad faith in taking the instrument, in order to defeat recovery.

Digested from an opinion rendered by Bodine, J. on September 16, 1943, N.J. Ct. of E. & A. Landau, pltf-applt v. Schmitz, deft.-resp. Hammer & Hammer, Joseph A. Feder and Jack Rinzler for pltf-applt. Lewis S. Jacobson and Paul C. Kemeny for deft.-resp.

The present action was against the maker of a check of the tenor following: "First Bank & Trust Co. Perth Amboy, N. J., Nov. 12, 1940. No. 60. Pay to the order of David Friedman $250.00 Two Hundred and Fifty 00 00 Dollars. Payable at par through the Federal Reserve Bank or New York Clearing House. H. Schmitz."

The endorements, other than the bank endorsements, were as follows: "David Friedman, Sam Landau".

The testimony shows that the plaintiff, an auctioneer, was in the course of his business on Nov. 12, 1942 in the U. S. Bankruptcy Court at Paterson. Friedman asked him if he would not cash this check showing it to him. This he did and gave Friedman $250 in cash. Friedman, in addition to his duties as a member of the bar, was also court reporter in the bankruptcy court. He banked in East Rutherford and when asking Landau to cash his check said: "Sam, I haven't the time to get to my bank and I can use the cash, I won't be able to get to my bank before three o'clock. Will you be able to cash this for me?" To this, Landau said he replied: "Certainly," and cashed it for him. Thereafter the check was protested at the bank upon which drawn and notices were duly sent.

The only defense seems to have been one under R.S. 7:2-59 that Friedman did not have title to the check drawn to his order because the consideration therefor was illegal. The proofs in the case show that the check was complete and regular upon its face; that Landau became the holder of it before it was overdue, and that he had no notice of any infirmity in the instrument or defect in the title of the person negotiating it.

Sec. R.S. 7-2-56 provides what constitutes notice of defect and is as follows: "To constitute notice of an infirmity in the instrument or defect in the title of the person negotiating the same, the person to whom it is negotiated must have had actual knowledge of the infirmity or defect, or knowledge of such facts that his action in taking the instrument amounted to bad faith."

There is no evidence that the plaintiff had actual knowledge of any infirmity, nor is there any evidence that he had knowledge of such facts that his action in taking the instrument amounted to bad faith.

There is no proof whatever that he had knowledge of any of the facts relating to the issuance of the check. A reasonable man, under the circumstances proved, could certainly have not had bad faith, and there should have been a verdict directed in his favor. The issue was not one which could be submitted to the jury. Reversed.

INJUNCTION — Where injunction is sought to restrain a course of action which it is apprehended will create and result in a nuisance, the proofs must disclose that the apprehension is well grounded; that danger is real and immediate and the injury will be material.

Digested from an opinion rendered by Jayne, V.C. on September 14, 1943. In Chancery of N.J. Vaszil v. Malmar. Leo S. Lowenkopf for complt. Michael Resko for defts.

Rearward of the dwelling of the complainants the defendants have erected on their own property a structure which the complainants suspect, and justifiably so, is presently to be inhabited by hens and presumably one or more companionable roosters. The complainants remonstrate. Endeavors to persuade the municipal authorities to interpose have been unavailing. Hence, an immediate exercise of the injunctive power of this court is implored.

It is ackuowledged that the structure itself, although obviously designed to shelter domestic fowl, is not objectionable. Indeed, a view of it and its occupants from the complainant's premises is obstructed by a fence. The distress which the complainants anticipate, it is said will be occasionally by the discordant sounds and the noxious odors emanating (in expectancy) from the hennery.

The court declines to adjudge that the keeping of chickens is in all circumstances a nuisance per se.

Broadly stated, the noises which this court normally enjoins are those which affect injuriously the health or comfort of ordinary people in the vicinity to an unreasonable extent; noises which are caused to recur at the wrong time or at the wrong place. Thus, the character, volume, frequency, duration, time and locality are relevant factors in determining whether the annoyance materially interferes with the ordinary comfort of human existence.

If in the present cause it eventuates that the maintenance of poultry at the location selected is pursued in such conditions and circumstances as to injuriously affect the comfort of residents of ordinary sensitiveness in the vicinity, this court will not hesitate to enjoin its continuance.

In considering the present application, the significant point is that the chickens have not yet moved in. There are at present no pervading fowl odors. The characteristics of the apprehended annoyance are not yet evident and as previously stated, the court cannot pre-suppose that the prospective acts of the defendants will inevitably result in a nuisance. The nuisance here alleged is eventual or contingent.

Where the interposition by injunction is sought to restrain a course of action which it is apprehended will create and result in a nuisance, the proofs must disclose that the apprehension is well grounded; that the danger is real and immediate and the injury will be material.

An injunction in limine will be denied which will not deprive the court of ability to afford the complainants relief if further proofs of the actual conditions verify the injury now apprehended.

PLEADING AND PRACTICE — A pleading can be struck out only when it is palpably false.

Digested from an opinion rendered by Shay, S.C.C. on September 17, 1943. N.J. Sup. Ct. Dehart v. Henderson. Oscar B. Redraw for pltf. John P. Lippincott for deft.

Plaintiff instituted suit on three promissory notes. To the said suit, the defendant filed an answer. Plaintiff moves to strike the answer of the defendant on the ground that the same is untrue in fact and sham, and particularly to strike and the defense of the statute of limitations on the ground that the course of action alleged in the first count of the complainant did not accrue at any time within six years next before the commencement of the suit.

In the first count of the complaint, plaintiff seeks to recover from defendant on a certain note dated May 2, 1937 payable one month after date. The plaintiff alleges three payments were made on said note by the defendant during the year 1938 and seeks to recover the balance, with interest.

This suit was instituted May 17, 1943. Obviously suit was instituted within six years from the maturity date of the note.

The defense of the statute of limitations will be stricken.

In re Jaeger v. Naef, 112 N.J.L. 417 Mr. Justice Heher states: "It is not the province of the court on a motion to determine which one of the parties was telling the truth. That was a question of fact to be determined by a jury. It is only where the facts set up in the affidavits submitted on the part of the plaintiff are not controverted, and demonstrate that the cause of action pleaded is sham, and is without factual support that the court is justified in granting a motion to strike out as sham." The staute does not alter the rule at common law in respect of the striking out of sham pleadings. A pleading can be struck out only when it is palpably false. When its falsity merely seems probable, reasonable terms may be imposed as a condition of further pleadings but the party cannot be deprived of its constitutional right to proceed to a trial by the customary method."

In re: Walter v. Walter and Smith, 35 N.J.L. 262, it was held the falsity of the pleadings must be apparent. The court will not try the case on affidavits.

In the case sub judice, the defendants' pleadings appear to the court to be palpably false. The court does not believe that the affidavit by the defendant controverts plaintiff's affidavits.

The defendant claims the notes or previous obligations were paid almost a year previously. The defendant's statements were shown to be false by the notes themselves and by bills of sale to which he refers, which show that the trucks upon which his answer relies, were actually in his possession, in his name when the notes were signed, and were not entirely disposed of by him until uly, 1937, after the notes became due and payable.

The falsity of the pleadings of the defendant is apparent.

(Continued on page 5, col. 1)

BAR ASSOCIATION NOTES

FEDERAL BAR

The Federal Bar Association of New York, New Jersey and Connecticut is tendering a reception and luncheon to the Hon. James B. McNally who was recently confirmed as United States Attorney for the Southern District of New York.

The reception and luncheon will be held in the Grand Ballroom of the Biltmore Hotel, Madison Avenue and 43rd Street, New York City, on Tuesday, October 5th, at 12 o'clock noon.

Mr. McNally is a lawyer of distinction and ability who brings to the high office to which he has been appointed legal attainments worthy of a great line of predecessors in that distinguished post. The luncheon will represent the good wishes of the Bar and of friends of Mr. McNally and a successful administration of his office.

A graduate of St. John University and Fordham Law School, Mr. McNally is a former professor of St. John Law School. is a member of the Ameri Legion, served in World Wa is a member of the New Y Athletic, Manhattan, Law and Catholic Clubs and belo to the Phi Delta Phi fratern

The toastmaster will be C gressman Walter A. Lynch there will be an address District Attorney Frank S. Ho as well as by other promin guests. The committee in cha of the arrangements is hea by the Hon. Mark Eisner. Re vations and tickets may be tained from the secretary of committee, Mr. John A. Kenn 80 - 8th Avenue, New York C phone Chelsea 3-7030. Sinc great many reservations already been made, those expect to attend the lunch are urged to send in their re vations to the Secretary as as possible.

BERGEN BAR TO ELECT OFFICERS

Circuit Court Judge J. Wa Leyden was nominated for p idency of the Bergen County Association to succeed L. S ley Ford. Other nomina are Ernest Weller for first president, Judge Irving S. R for second vice-president Tapley Taylor for secretary Judge LeRoy F. Huckin for surer. William H. Wurts Arthur J. O'Dea of West were nominated for truste

HUDSON COUNTY BAR ASSOCIATION

The regular monthly m of the Association will be on Thursday, September 23 at 8:30 P. M. at the H County Bar Association Li 930 Bergen Avenue, Jersey

This will be the first me of the Fall season. Please every effort to attend. T interesting meeting is ass

PASSAIC AND BERGEN TO HONOR JUDGES

A joint meeting of the B and Passaic County Bar As tions was arranged to be on October 5th with a tournament to be held i afternoon at the Hacke Golf Club at Oradell, and followed by a dinner i evening at which time Circuit Judge John C. Bl and former Common Judge Walter W. Weber honored. The chairma charge of arrangements ar trict Court Judge Berthol sanger of Englewood and liam R. Rogers of Paters

FOOSANER NAMED CHAIRMAN

Augustus C. Studer, Jr. dent of the New Jersey Bar Association, has app Samuel J. Foosaner as ch on the committee of Feder State Taxation. Other m of the committee are Ha Eppston, George Furst, S A. Gutkin and Robert L. H Newark; Ralph A. Corbin saic; Edgar W. Hunt of La ville; William D. Lippin Camden and William A of Trenton.

OBITUARY

Edgar M. Tilt, a mem the firm of Horton and T on September 17, 1943. M was admitted to the Bar and has practiced law in son since then.

DIGESTS OF RECENT OPINIONS

(Continued from page 4)

CHANCERY PRACTICE—Ordinarily, filing of affidavits in support of a motion to strike a bill on grounds that it fails to state a cause of action, is ineffectual.

DISCOVERY — Every bill in equity is in a sense a bill of discovery in that it calls upon defendant to make a full answer thereto.

Digested from an opinion rendered by Jayne, V.C., on September 7, 1943. In Chancery of N. J. State of N. J. v. Foster. David T. Goldberg, Atty. Gen. and Robert Hendrickson for the State. Lum, Fairchild & Wachenfeld for Foster Wheeler. Anderson, Rugge & Bowman for Trust Co.

The defendants assert that the amended bill filed in the present cause is deficient in alleging an actionable cause of action against either of them, and they insist that they should not be obliged to answer.

The resisting motions of this character, frequently, as here, affidavits are presented on behalf of the complainant verifying and amplifying and supplementing the factual charges of the bill. Where the motion is upon the ground that the bill fails to state a cause of action the submission of such affidavits is ineffectual, save perhaps in most unusual circumstances.

The utility and efficacy of the modern motion are similar to those of the demurrer in the former practice. The general demurrer in chancery, carried with it for temporary purposes, an acknowledgment of the truth of the material and well pleaded factual charges of the bill and considered that, as et forth in the bill they are insufficient to entitle the complainant to proceed further to oblige the defendant to answer; or that for some reason appearent on the face of the bill. Because of the omission therefrom of some essential matter, the bill fails to adequately invoke equitable jurisdiction or relief. The demurrer prayed judgment whether the defendant should be compelled to answer the complainant's bill.

The present motion has a precisely similar function. The material matters of fact adequately charged in the bill are for the immediate purposes admitted. A verification of them is accordingly needless. The inquiry is confined to the factual and legal substance of the bill itself, and the bill cannot be reinforced by the introduction by affidavit of external facts.

On June 26, 1913, one Calwell obtained from the State of N. J. a lease of riparian rights in lands. The Mexican Crude Oil and Asphaltic Products Co., a corp. of South Dakota and privileged to conduct business in our uplands and also an assignment of the lease.

One L. L. Branch was appointed in South Dakota to serve as trustee of the company, and an order was made in the Circuit Court in South Dakota, authorizing and directing the trustee to grant and convey the uplands owned by the company at private sale to Foster Wheeler Corp. for $52.000.

In pursuance of the terms of the order, the trustee executed a deed conveying the premises to Foster Wheeler for the stated consideration, and made distribution of the purchase price as instructed.

On December 28, 1942, the Circuit Court in South Dakota made an order confirming the sale and approving the distribution by the trustee of the proceeds.

The bill also exhibits a deed by one Hersloff as "Liquidating Trustee of Mexican Crude Oil & Asphaltic Products Co." conveying the same premises to the Foster Wheeler Corp. for the consideration of one dollar.

It is declared by complainant that at the time of the consummation of the sale there was due and owing to the State of N. J. an arrearage of rental under the terms of the lease of the under-water lands.

Manifestly the object of the bill is to invoke the aid of this court in the recovery of the unpaid rental. The defendant Commercial Trust Co. as executor of Thurber, held a mortgage lien upon the premises. The accusation is that by the terms of the order of the South Dakota Court the defendant trustee and grantor, and defendant Foster Wheeler Corp., as grantee, and defendant Commercial Trust Co., as executor and mortgagee, were obligated in the effectuation of the conveyance of the lands to pay to the State of N. J. from the proceeds of the sale the amount then due to the state under the terms of the lease; that they fraudulently omitted to do so, and that the portion of the proceeds owing to the state is traceable and is now in possession of the Commercial Trust Co. within this state. Complainant prays that an equitable lien be imposed upon the fund in possession of the bank to secure payment of the unpaid rental to the state.

Basically, the only obligation, if any of these two defendants to subserve the payment of the rent to the state is said to arise from the following words of the order of the South Dakota Court: "or whatever may be the balance after apportioning taxes, water, insurance and riparian rights."

These words cannot be accorded the interpretation advanced by complainant. They import merely that upon the consummation of the sale there shall be the customary adjustments of taxes, water charges, insurance premiums and rentals of riparian rights as between the grantor and the grantee. It is not apparent that the unpaid rental constituted a lien upon the upland property which was conveyed.

In the absence of facts generating a duty and obligation devolving upon these two defendants to account to the state for unpaid rents, the correlative charges of fraud in the bill logically collapse.

It is intimated that the bill can withstand the present motions as a bill for discovery. Every bill in equity is in a sense a bill of discovery in that it calls upon the defendant to make a full answer thereto. Under a veritable and genuine bill of discovery, the only relief sought or obtainable is the desired discovery. Such discovery is in purpose merely a means of procuring evidence to aid the right or title of the party requesting it, in some other suit or action, pending or in contemplation, in another court.

Where a bill praying for ultimate relief and for incidental discovery fails to disclose that the complainant is entitled to the relief, the bill cannot be sustained as one solely for discovery.

Order striking bill advised.

APPEAL—In actions at law appeal does not lie from interlocutory judicial action but only from final judgment.

Digested from an opinion rendered by Parker, J., on September 16, 1943. N. J. Ct. of E. & A. Vanderbach, applt. vs. Hudson County, resp. Naurice C. Brigadier for applt. John Warren for resp.

There is no final judgment before the court. The appeal is from so much of an order entered in the Supreme Court as limited the scope of depositions in an action of certiorari "to the subject of the truth or falsity of the charges upon which the suspension and removal of the prosecutor (appellant) were based.

The writ of certiorari, allowed after a rule to show cause, called up for review a resolution of the Hudson County Board of Taxation, suspending prosecutor-appellant as Secretary of the Board and at later "Judgment" of the board removing him from office as Secretary. There was a motion by respondent before the Court to advocate etaoin$ vJ court to vacate the allocatur, which was denied: and a motion to modify the allocatur and to discharge or modify the rule to take depositions. The court modified the rule as first above stated.

It is of course obvious that the order appealed from is purely an interlocutory one. The case book shows no decision on the merits: and no reasons appear to have been filed. Nothing is better settled, or more elementary, than that in actions at law, appeal corresponding to writ of error does not lie until final judgment.

Appeal modified.

A Dozen States Adopt Laws To Aid Aviation

Chicago, (CCNS) — Aviation legislation adopted by more than a dozen states this year ranged from statutes to aid development of airports by municipalities to provisions for construction of flight strips along the nation's highways, according to the American Society of Planning Officials.

Among the states making provisions for development of airports by cities and counties were Minnesota, Indiana, Missouri, Oklahoma, and Wisconsin. Seven other states authorized state cooperation with the federal government in construction and maintenance of flight strips along highways.

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FEDERAL TAXATION: 12 LECTURES—TUESDAYS 7:45 to 9:45 P. M. BEGINNING OCTOBER 5, 1943. FEE $30.00

Cooperating Lecturers:

ERWIN N. GRISWOLD (*Professor of Law, Harvard Law School*)
"Tax Problems Involved In Drawing Wills and Creating Trusts" (2 lectures)

EDMOND N. CAHN (*Formerly Professor of Taxation at New York Law School*)
"Taxes On Life Insurance and Annuities"

HARRY J. RUDICK (*Lord, Day and Lord of New York*)
"Tax Problems Involved In Organizing and Dissolving Corporations" (2 lectures)

HUGH SATTERLEE (*Satterlee, Green & Sher of New York*)
"Tax Problems Involved In Recapitalization of Corporations"

THOMAS N. TARLEAU (*Willkie, Owen, Otis, Farr & Gallagher of New York; formerly Tax Legislative Counsel, Treasury Department*)
"Tax Problems Involved In Corporate Distribution"
"The Relief Provisions of the 1942 Revenue Act" (2 lectures)

HERMAN C. BIEGEL (*Alvord & Alvord of Washington, D. C.*)
"Tax Problems and Pension Trusts" (2 lectures)

BENJAMIN HARROW (*Professor of Taxation, St. John's University Law School*)
"Tax Problems In Purchase, Sale and Operation of Real Estate"
"Tax Problems Involved In Partnerships" (2 lectures)

CONTEMPORARY CORPORATE PROBLEMS AND ADMINISTRATIVE LAW:
10 LECTURES—THURSDAYS 7:45 to 9:45 P. M. BEGINNING OCTOBER 7, 1943. FEE $25.00

Cooperating Lecturers:

NATHAN JACOBS (*Local Chief Attorney for O.P.A.*)
"O.P.A. Regulations and Practice" (2 lectures)

JOHN HANNA (*Professor of Law at Columbia University Law School*)
"Government Contracts"

ANDREW B. YOUNG (*War Department, Renegotiation Division*)
"Renegotiation of Government Contracts"

EDWARD THOMAS O'BRIEN (*Regional Attorney, Region No. 2, National War Labor Board*)
"Wage Stabilization"

ISRAEL B. GREENE (*Director of Institute*)
"Corporate Executives' Compensation; Indemnification of Directors; Interlocking Directorates, and Related Corporate Problems"

ARTHUR REYMAN (*Proskauer, Rose & Paskus of New York; until recently Regional Attorney, Region No. 2, Wage & Hour Division*)
"Wages and Hours" (2 lectures)

HERMAN SEID (*Actively engaged in patent litigation in the United States and Canada*)
"Current Problems In Patent Law Affecting the General Practitioner"

SAMUEL S. ISSEK (*Recently Special Assistant to Attorney General of the United States, and Chief of New York Office of Anti-Trust Division*)
"Current Trends In Anti-Trust Litigation"

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Registration may be made by mail addressed to

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SHERIFF'S SALES

(Chancery B-117)

SHERIFF'S SALE — In Chancery of New Jersey. Between Paul A. Ritger, Complainant, and The Ritger Excelsior Pottery, et al., Defendants. Fi. Fa., For Sale of Mortgaged Premises.

By virtue of the above stated writ of Fieri Facias, to me directed, I shall expose for Sale by Public Vendue, at the Court House, in Newark, on Tuesday, the Nineteenth day of October, next, at two o'clock P. M., all those lots, tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Newark, Essex County, New Jersey. Or so much of same as may be necessary for the purpose:

FIRST TRACT: BEGINNING at a point on the westerly side of North Fifth Street, distant southerly one hundred and eighty five feet from the southwest corner of Second Avenue; thence westerly one hundred feet; thence southerly fifty feet; thence easterly one hundred feet to said side of North Fifth Street; and thence northerly along the same fifty feet to the BEGINNING BEING LOTS 28 and 29 on Block G on a map of "The Property belonging to Peter Campbell Esq. situated in the City of Newark, N. J."

Being known as Nos. 490-492 North Fifth Street, Newark, N. J.

SECOND TRACT: BEGINNING in the westerly line of North Fifth Street, at a point therein distant one hundred and thirty-five feet southerly from the south west corner of North Fifth Street and Second Avenue; thence running southerly along the westerly line of North Fifth Street fifty feet; thence westerly one hundred feet; thence northerly parallel with North Fifth Street fifty feet; and thence easterly one hundred feet to North Fifth Street and place of BEGINNING. Being known and designated as lots numbers thirty-one and thirty on Block "G" on a map entitled, "The property belonging to Peter Campbell situate in the City of Newark, N. J., adjoining the proposed park of the City."

Being known as Nos. 494-496 North Fifth Street, Newark, N. J.

The approximate amount of the Decree to be satisfied by said sale is the sum of Seven Thousand Six Hundred Thirty-eight Dollars and Forty-seven Cents ($7,638.47), together with the costs of this sale.

Newark, N. J., September 7th, 1943.

GEORGE H. BECKER, Sheriff.

Edmond J. Dwyer, Sol'r. $25.62

L.J.—Sept. 23, 30, Oct. 7, 14

(Chancery B—111)

SHERIFF'S SALE—In Chancery of New Jersey. Between Home Owners' Loan Corporation, a body corporate of the United States, Complainant, and Angelina Milano, widow, et als, Defendants. Fi. fa., for sale of mortgaged premises.

By virtue of the above stated writ of Fieri Facias, to me directed, I shall expose for Sale by Public Vendue, at the Court House, in Newark, on Tuesday, the Twenty-eighth day of September, next, at two o'clock P. M., all that certain tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the City of Newark, Essex County, New Jersey.

BEGINNING in the westerly line of Fourth Street at a point therein distant 166 feet 8 inches Southerly from the southerly line of Sussex Avenue; thence running Westerly and parallel with Sussex Avenue 96 feet 1 inch; thence southerly parallel with Fourth Street 33 feet 4 inches; thence Easterly and parallel with the first course 96 feet 1 inch to said westerly line of Fourth Street; thence along the same Northerly 33 feet 4 inches to the place of BEGINNING.

Being the same premises conveyed to said Raffael Milano and Angelina Aliano, his wife, by Ignabe Mayer and Ida Mayer, his wife, by deed bearing date March 8, 1927, and recorded on March 18, 1927, in Book C 76 of Deeds for Essex County, on page 110.

Together with all the singular the buildings, improvements, ways, trees, waters, water courses, rights, liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits, privileges and advantages thereof: ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said mortgagor of, in and to the same and every part and parcel thereof, with the appurtenances; also All materials, equipment, furnishings or other property whatsoever installed or to be installed and used in and about the building or buildings now erected or hereafter to be erected upon the lands herein described, which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including in part all the awnings, screens, shades, fixtures, and all heating, lighting, ventilating, refrigerating incinerating equipment, and appurtenances thereto (the party of the first part hereby declaring that it is intended that the items herein enumerated shall be decreed to have been permanently installed as a part of the realty).

And known and designated as No. 72 North Fourth Street, Newark, N. J.

The approximate amount of the Decree to be satisfied by said sale is the sum of Eight Thousand Nine Hundred Fifty Dollars and Eighty Cents ($8,950.80), together with the costs of this sale.

Newark, N. J., August 23, 1943.

GEORGE H. BECKER, Sheriff.

Walter H. Seward, Sol'r.

L.J.—Sept. 2, 9, 16, 23 $32.76

TO: THE CREDITORS OF THE ZENITH BUILDING & LOAN ASSOCIATION LIQUIDATING CORPORATION (formerly ZENITH BUILDING & LOAN ASSOCIATION):

Notice is hereby given to the creditors of the above named association to bring in under oath their debts, demands and claims against said association within three months of the date of this notice pursuant to the provisions of R. S. 17:12-86. Creditors who do not bring in their debts, demands and claims within the time limited in this notice shall be barred from any action therefor against said association or its directors, officers or members. Claims may be filed with Samuel S. Isseks, counsel of said association, at 31 Clinton Street, Newark, New Jersey.

Dated: Aug. 4, 1943.

ZENITH BUILDING AND LOAN ASSOCIATION LIQUIDATING CORPORATION.
(Formerly the Zenith Building & Loan Association)

SURROGATE'S NOTICE

August 24, 1943

Estate of S. CLARA CRAMER, deceased.

Pursuant to the order of EUGENE F. HOFFMANN, Surrogate of the County of Essex, this day made, on the application of the undersigned, Executor of said deceased, notice is hereby given to the creditors of said deceased, to exhibit to the subscriber under oath or affirmation, their claims and demands against the estate of said deceased, within six months from this date, or they will be forever barred from prosecuting or recovering the same against the subscriber.

BLOOMFIELD BANK & TRUST COMPANY
BOYD, DODD, KEER & BOOTH, Proctors
483 Bloomfield Avenue
Montclair, N. J.

L.J.—Sept. 2, 9, 16, 23, 30

SHERIFF'S SALES

(Chancery B-125)

SHERIFF'S SALE — In Chancery of New Jersey. Between The Success Building and Loan Association of Newark, N. J., etc., by Peter Travisano, et al., Trustees, etc., complainant, and Anna L. Mundal, et als., defendants. Fi. fa., for sale of mortgaged premises.

By virtue of the above stated writ of fieri facias, to me directed, I shall expose for sale by public vendue, at the Court House, in Newark, on Tuesday, the nineteenth day of October, next, at two o'clock P. M., all that certain tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the City of Newark, Essex County, New Jersey.

BEGINNING in the easterly line of Oxford Street at a point therein distant one hundred and seventy-five feet southerly from the corner formed by the intersection of said easterly line of Oxford Street with the southerly line of Passaic Avenue, formerly River Street, running thence southerly along said easterly line of Oxford Street forty-two feet and ten hundredths of a foot; thence easterly at right angles to Oxford Street and parallel with said southerly line of Passaic Avenue, formerly River Street, one hundred feet; thence northerly parallel with said easterly line of Oxford Street forty-two feet and ten hundredths of a foot; thence westerly and parallel with the second course of this description one hundred feet to said easterly line of Oxford Street and point of BEGINNING.

Premises 16-18 Oxford Street, Newark, New Jersey.

The approximate amount of the Decree to be satisfied by said sale is the sum of Twelve Thousand Sixty-four Dollars and Sixty-two Cents ($12,064.62), together with the costs of this sale.

Newark, N. J., September 13th, 1943.

GEORGE H. BECKER, Sheriff.

Ellis A. Hahn, Sol'r. $29.16

L.J.—Sept. 23, 30, Oct. 7, 14

(Chancery B—112)

SHERIFF'S SALE—In Chancery of New Jersey. Between Banner Building and Loan Ass'n., of N. J., corporation, complainant, and John S. Pinkman, et al., defendants. Fi. Fa., for sale of mortgaged premises.

By virtue of the above stated writ of Fieri Facias, to me directed, I shall expose for sale by public vendue, at the Court House, in Newark, on Tuesday, the fifth day of October, next, at two o'clock P. M.

IN THE FIRST PLACE ten shares of stock (capital) of the Banner Building and Loan Association, a corporation as aforesaid, assigned as collateral security to said Association by John S. Pinkman; and

IN THE SECOND PLACE all that certain tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the City of Newark, County of Essex and State of New Jersey;

BEGINNING in the southerly line of Hampden Street, at a point distant one hundred and twenty feet and nine inches westerly from the westerly corner of Wickliffe Street and Hampden Street, and thence running southerly parallel with Wickliffe Street one hundred feet; thence westerly and parallel with Hampden Street twenty-six feet; thence northerly and parallel with the first line one hundred feet to Hampden Street; and thence easterly along Hampden Street twenty-six feet six inches to the place of BEGINNING.

According to a survey made by George H. Gardner, June 8th, 1925.

Being the same premises conveyed to the said John S. Pinkman by Katherine J. D. Kearns and others by deed date June 1, 1925, and recorded in the office of the Register of Essex County in Book C-43 of Deeds Page 208.

Being known as No. 12 Hampden Street, Newark, N. J.

The approximate amount of the decree to be satisfied by said sale is the sum of Four Thousand Five Hundred Twenty-nine Dollars and Twenty-eight Cents ($4,529.28), together with the costs of this sale.

Newark, N. J., August 30th, 1943.

GEORGE H. BECKER, Sheriff.

John M. Judge, Sol'r.

L.J.—Sept. 9, 16, 23, 30 $24.30

(Chancery B-126)

SHERIFF'S SALE — In Chancery of New Jersey. Between Emma J. Schmidt, complainant, and Mary Weiss Nungesser, et als., defendants. Fi. fa., for sale of mortgaged premises.

By virtue of the above stated writ of fieri facias, to me directed, I shall expose for sale by public vendue, at the Court House, in Newark, on Tuesday, the nineteenth day of October, next, at two o'clock P. M., all that tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the City of Newark, Essex County, New Jersey.

BEGINNING at the corner formed by the intersection of the northerly line of Clinton Avenue with the easterly line of Chadwick Avenue and running thence (1) along the northerly line of Clinton Avenue twenty-five feet; thence northerly parallel with said line of Chadwick Avenue one hundred feet; thence (2) westerly parallel with said line of Clinton Avenue twenty-five feet to said line of Chadwick Avenue; and thence (3) southerly along said line of Chadwick Avenue one hundred feet to the place of BEGINNING.

Being the same premises conveyed to said Arthur Nungesser by Eleonore J. Schlobohm and husband by deed dated May 27th, 1943, and recorded in Book 1-32 of Essex County Deeds, Page 534 etc.

ALSO

An incorporeal hereditament known as a right of way over a strip of land situate in the City of Newark, County of Essex and State of New Jersey, on the northerly side of Clinton Avenue lying between the easterly line of lands more particularly described in the aforementioned Mortgage Book O 36, Page 418-420 (Being "First Tract" above), and the westerly wall of the building on the lands adjoining land described in said Mortgage on the east and extending along the entire side of said wall to the northerly wall of said building as shown on a survey dated July 6, 1932 of premises on the northeast corner of Clinton and Chadwick Avenues, in the City of Newark, in the County of Essex and State of New Jersey made by Lenhart Bros., Civil Engineers and Surveyors, 166 Market Street, Newark, New Jersey, in accordance with requisition of the Fidelity Union Title and Mortgage Guaranty Company No. 88015.

An incorporeal hereditament known as an easement for all encroachments by the buildings, etc. on premises covered by the said mortgage, encroaching on premises adjoining on the east, and hereby permits such encroachments during the life of the buildings shown on the survey aforementioned.

The first tract is generally known as 503 Clinton Avenue and 126-132 Chadwick Avenue, Newark, N. J. The right of way and easement affects property generally known as 501 Clinton Avenue, Newark, N. J.

The approximate amount of the Decree to be satisfied by said sale is the sum of Eighteen Thousand One Hundred Seventy-two Dollars and Forty-five Cents ($18,172.45), together with the costs of this sale.

Newark, N. J., September 13th, 1943.

GEORGE H. BECKER, Sheriff.

Sorg & Sorg, Sol'rs. $33.18

L.J.—Sept. 23, 30, Oct. 7, 14

LEGAL NOTICES

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

AUTOMOTIVE REFINISHING COMPANY

a corporation of this State, whose principal office is situated at No. 24 Commerce Street, in the City of Newark, County of Essex, State of New Jersey (David B. Sifter, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Third day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Third day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 9, 16, 23 $12.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

FISCO, INC.

a corporation of this State, whose principal office is situated at No. 500 Frelinghuysen Avenue, in the City of Newark, County of Essex, State of New Jersey (P. L. Procter, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Second day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have herto set my hand and affixed my official seal, at Trenton, this Second day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 9, 16, 23, 30 $16.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

INCREMENTAL BUDGET CORPORATION

a corporation of this State, whose principal office is situated at No. 744 Broad Street, in the City of Newark, County of Essex, State of New Jersey (Frederic W. Smith, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of the Revised Statutes, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Seventh day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law. Effective October 1, 1943.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Seventh day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 9, 16, 23 $12.80

NOTICE
TO THE CREDITORS OF THE ALMANAC BUILDING AND LOAN ASSOCIATION

Notice is hereby given to the creditors of the Almanac Building and Loan Association in voluntary dissolution and liquidation, pursuant to the provisions of R. S. 17:12-81 to R. S. 17:12-94, to bring in under oath their debts, demands and claims against the Association, within three months from the date of this notice, or stand barred from any action therefor against the trustees or the Association.

Claims may be filed at the office of the attorney for the trustees, Edward Gaulkin, 60 Park Place, Newark, New Jersey.

WILLIAM C. GOETTER
H. BURNHAM ROWE
MRS. SOPHIA A. WILLIAMS
Trustees for Voluntary Dissolution.

Dated: July 22, 1943.

SURROGATE'S NOTICES

August 17, 1943

Estate of JOHN H. B. CONGER, deceased.

Pursuant to the order of EUGENE F. HOFFMANN, Surrogate of the County of Essex, this day made, on the application of the undersigned, Executor of said deceased, notice is hereby given to the creditors of said deceased, to exhibit to the subscriber under oath or affirmation, their claims and demands against the estate of said deceased, within six months from this date, or they will be forever barred from prosecuting or recovering the same against the subscriber.

GEORGE W. HAGNEY, Proctor
744 Broad Street
Newark, N. J.

L.J.—Aug. 26, Sept. 2, 9, 16, 23

August 23, 1943

Estate of HELEN W. BRAGG, deceased.

Pursuant to the order of EUGENE F. HOFFMANN, Surrogate of the County of Essex, this day made, on the application of the undersigned, Executors of said deceased, notice is hereby given to the creditors of said deceased, to exhibit to the subscribers under oath or affirmation, their claims and demands against the estate of said deceased, within six months from this date, or they will be forever barred from prosecuting or recovering the same against the subscribers.

FLOYD F. BRAGG
THE HOWARD SAVINGS INSTITUTION
BAILEY & SCHENCK, Proctors
744 Broad Street
Newark, N. J.

L.J.—Aug. 26, Sept. 2, 9, 16, 23

LEGAL NOTICES

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

MILSBROOK AMUSEMENT CORPORATION

a corporation of this State, whose principal office is situated at Olympic Park, in the Town of Irvington, County of Essex, State of New Jersey (Louis Kaufman, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Third day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Third day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 9, 16, 23, 30 $16.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

N. J. TAILORING CO., INC.,

a corporation of this State, whose principal office is situated at No. 24 Commerce Street, in the City of Newark, County of Essex, State of New Jersey (John G. Malanga, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Sixteenth day of July, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Sixteenth day of July, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 16-23-30. $12.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF FILING OF CONSENT BY STOCKHOLDERS TO DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof deposited in my office, that the Montclair Finance Company, a corporation of this State, whose principal office is situated at No. 13 Central Avenue, in the Town of Montclair, County of Essex, State of New Jersey (Solomon R. Watson, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of the Revised Statutes, preliminary to the issuing of this Certificate of Dissolution.

NOW THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Ninth day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by more than two-thirds in interest of the stockholders thereof, which said certificate and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Trenton, this Ninth day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY
Secretary of State.

L.J.—Sept. 16, 23, 30 $12.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

SCIENTIFIC WOOD CABINET CO., INC.,

a corporation of this State, whose principal office is situated at No. 60 Park Place, Room 1323, in the City of Newark, County of Essex, State of New Jersey (Hymen M. Goldstein, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Third day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Third day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

GEORGE W. HAGNEY
Secretary of State.

L.J.—Sept. 16, 23, 30 $12.80

August 31, 1943

Estate of MEYER LOWENSTEIN, deceased.

Pursuant to the order of EUGENE F. HOFFMANN, Surrogate of the County of Essex, this day made, on the application of the undersigned, Executor of said deceased, notice is hereby given to the creditors of said deceased, to exhibit to the subscriber under oath or affirmation, their claims and demands against the estate of said deceased, within six months from this date, or they will be forever barred from prosecuting or recovering the same against the subscriber.

SIDNEY LOWENSTEIN
ARNER W. FEINBERG, Proctor
75 Montgomery Street
Jersey City, N. J.

L.J.—Sept. 9, 16, 23, 30, Oct. 7

LEGAL NOTICES

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

BISHOP & BISHOP

a corporation of this State, whose principal office is situated at No. 24 Commerce Street, in the City of Newark, County of Essex, State of New Jersey (Samuel Bishop, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Sixteenth day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Sixteenth day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 23, 30, Oct. 7

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

ALEXANDER'S INC.

a corporation of this State, whose principal office is situated at No. 24 Commerce Street, in the City of Newark, County of Essex, State of New Jersey (A. Alexander, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Sixteenth day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Sixteenth day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 23, 30, Oct. 7

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that

PINE REALTY CO.

a corporation of this State, whose principal office is situated at No. 24 Commerce Street, in the City of Newark, County of Essex, State of New Jersey (Emanuel Bishop, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Fifteenth day of September, 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law effective October 1, 1943.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Fifteenth day of September, A. D. one thousand nine hundred and forty-three.

(Seal)

J. A. BROPHY,
Secretary of State.

L.J.—Sept. 23, 30, Oct. 7

CERTIFICATE OF REDUCTION OF CAPITAL OF SIXTY SEVEN HOLDING CORPORATION

The location of the principal office of SIXTY SEVEN HOLDING CORPORATION is No. 972 Broad Street, in the City of Newark, County of Essex.

The name of the agent therein and in charge thereof, upon whom process may be served is E. John.

SIXTY SEVEN HOLDING CORPORATION, a corporation organized and existing under the laws of the State of New Jersey, hereby certifies that by proceedings had at a meeting of its board of directors and stockholders, in accordance with the laws of the State of New Jersey,

(1) That the capital of said corporation has been reduced to One Thousand Dollars ($1,000.00).

(2) Such reduction has been effected by reducing the amount of the capital represented by twenty issued and outstanding shares of stock having no par value to $100.00 per share to $50.00 per share.

(3) A certificate of decrease of capital effecting such reduction was filed in the office of the Secretary of State of the State of New Jersey on September 8, 1943.

IN WITNESS WHEREOF SIXTY SEVEN HOLDING COMPANY has caused this certificate to be signed by its president and its secretary and its corporate seal to be hereunto affixed this 15th day of September, 1943.

Maurice L. W...

Attest:
Henry E. Pearson
Secretary

L.J.—Sept. 23, 30, Oct. 7, 14

Septem...

Estate of HENRY WOLF, deceased.

Pursuant to the order of EUGENE F. HOFFMANN, Surrogate of the County of Essex, this day made, on the application of the undersigned, Executors of said deceased, notice is hereby given to the creditors of said deceased, to exhibit to the subscribers under oath or affirmation, their claims and demands against the estate of said deceased, within six months from this date, or they will be forever barred from prosecuting or recovering the same against the subscribers.

CRESCENTIA B. WOLF
HARRY F. WOLF

Chester C. Beekman, Proctor.
50 Church Street.
Montclair, N. J.

L.J.—Sept. 16, 23, 30, Oct. 7, 14

ARMY MAJOR MUST MAKE PAYMENTS ON MORTGAGE DEBT

$5,000 Pay He Can Do It here Man of Lower Rank Couldn't, Judge Says

anton, Pa. (CCNS)—There reason why a person who s the Army with the rank ajor should be relieved of ligation to make payments his mortgage during his nce, Common Pleas Judge ael Eagen ruled.

e court decered that de- ant must pay $50 a month st taxes and interest. His contract payment a month was $87.

Judge Eagen found that defendant's income as a practicing physician amounted to $10,000 to $12,000 a year. His income as an Army major would be $5,016.

"We heartily agree with the spirit and purpose behind the soldiers' and sailors' civil relief act," the court said in its opinion. "Certainly the men in the armed services of this country who receive comparatively small compensation are entitled to every consideration and should have their rights and equities protected."

"However, all rights must be considered. We do not believe that the true test in determining whether or not a man's ability is materially affected is based upon the fact that his income in the Army is less than in civilian life, but rather whether his income in Army life is sufficient to enable him to live normally and meet his normal obligations without too much hardship.

"If defendant in this case was of lower rank, with a smaller income, we believe that his defense would be completely justified, and we would have no hesitation in telling the plaintiff—wait until the war is over and you will receive your money. However, in view of the defendant's Army income and all of the other circumstances, we believe that some effort should be made to give the mortgagee a fair deal."

Judge Eagen also ruled in this case that a judgment entered by confession was not invalid for failure of plaintiff to file an affidavit as to defendant's status. (First Federal Savings & Loan Assn. v. White).

BANKRUPTCIES

A. Louis (baker) 11 Bridge Ave., Red; vol: liab. $7,096.74; assets ofr. Weelans; solr. J. Petillo; 9-17.
A. Dominico (carpenter) 1309 ton Ave., New Brunswick; vol: $17,881.82; assets $445.75; refr. ; solr. S. Bahr; 9-17.
John (mechanic) Bloomfield Ave., ; vol: liab. $2,329.50; assets refr. Grimshaw; solr. J. Rosen- 9-14.
John (machinist helper) 319 Hay- St., Rahway; vol: liab. $10; assets refr. Schenck; solr. Kazan & Gut-
Incorp. (business plastics) 85 Paterson; vol; liab. $41,278.42; $1,062.50; refr. Grimshaw; solr. ; solr. 9-17.
ERTS, Patrick (glass blower) 200 Ave., Newark; vol: liab. $2,395.00; $200; refr. Schenck; solr. Sander- & Engel; 9-13.
Fred Leo (police officer) 150 St., Paterson; vol: liab. $4,- assets $200; refr. Grimshaw; Chas. Turndorf; 9-17.
Alexander (bench worker) 1122 s Roselle; vol: liab. $5,916.48; $200; refr. Schenck; solr. B. 9-15.
Esther (housewife) 1122 Frank Roselle; vol: liab. $5,916.48; assets refr. Schenck; solr. B. Stolper;
BRANK, Fred (guard) 30 38th St., ; vol: liab. $2,524.77; assets Schenck; solr. J. Kapp; 9-17.
Herman (maintenance man) 34 Terr., Newark; vol: liab. $15; assets $1,240; refr. Schenck; M. Stolper; 9-15.
INO, Joseph (carpenter) 107 Chel- Newark; vol: liab. $5,050.80; $125; refr. Schenck; solr. A. N. 9-15.
AN, Paul (millwright) 128 E. Roselle; vol: liab. $1,717.65; $275; refr. Schenck; solr. J. Glick 9-16.
EIN, Benjamin (plumber) 103 Adline Newark; vol: liab. $81,959.97; assets refr. Schenck; solr. I. Vensburg;
Fabrication Business, Boon- Morris County; vol: liab. $12,000; ; unknown; refr. Grimshaw; solr. A. Trice; 9-16.
Fred (carpenter) 713 Liberty H; vol: liab. $8,130.61; assets refr. Schenck; solr. M. Stolper;

LEGAL NOTICES

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION
To all to whom these presents shall come, greeting:

WHEREAS, it appears to my satisfaction from authenticated record of the proceed- the voluntary dissolution thereof, ment of all the members then that

THE REINFELD FOUNDATION,

corporation of this State, has complied the requirements of Title 15, Corp- and Associations Not for Profit, Statutes of 1937, preliminary to the of this Certificate of Dissolution.

NOW, THEREFORE, I, Joseph A. Brophy, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation was, on the Eleventh day of December, A. D. 1943, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, which said consent and the record of the proceedings aforesaid, are now on file in my office as provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Trenton, this Eleventh day of September, A. D., Nineteen hundred and forty-three.

J. A. BROPHY,
Secretary of State.

Sept. 16, 23, 30 $10.88

TE OF ELIZA THEODOSIA (also LILLIE) HARRISON, deceased.
NOTICE OF SETTLEMENT
is hereby given that the Accounts Subscriber, Executrix of the last Will and Testament of ELIZA THEODOSIA (also LILLIE) HARRISON, deceased, been audited and stated by the Surrogate and filed for settlement to the Orphan's Court of the County of Essex on Tuesday, 26th day of October next.

August 30, 1943.

OLIVE TUCKER LITTELL
Executrix
JOSEPH P. ZIMMER, Proctor
744 Broad Street
Newark, N. J.

Sept. 2, 9, 16, 23, 30

142/185
CHANCERY OF NEW JERSEY. TO: WILLIS HOLDEN.

By virtue of an order of the Court of Chancery of New Jersey, made on August 19th, in a cause wherein Home Owners' Loan Corporation, a body corporate of the United States of America, is complainant, and Louisa M. Munhall, widow, and you are defendant, you are required to appear and answer the bill of said complainant on or before the 25th day of October, next, or the said bill will be taken as confessed against you.

The said bill is filed to foreclose a certain mortgage given by Louisa M. Munhall and Joseph J. Munhall, her husband, to Home Owners' Loan Corporation, a body corporate of the United States of America, dated April 1st, 1935, on lands in the Borough of North Caldwell, County of Essex and State of New Jersey, known as Lot 1, Block 1, Willis Holden, and made to secure the sum of $5,000.00 and interest, which is inferior and subordinate to complainant's mortgage covering the premises mentioned and described in said bill of complaint, by virtue thereof claim to have some lien or interest in the said mortgaged premises.

August 21, 1943.

RICHARD STOCKTON
Solicitor for Complainant.
786 Broad St., Newark, N. J.

Sept. 2, 9, 16, 23 $13.86

Flag-Salute Decision

(Continued from page 3)

salute ceremony is meant and is to be understood as a form of educational **training** to develop a **social attitude** and **not** a form of constraint to exorcise held **opinions** or **beliefs** or to instill new ones.

Thus, the Court says: "The State **may** require **teaching** by instruction and study of all in our history * * * which tend **to inspire patriotism and love of country.** * * * the issue here is whether **this** slow and easily neglected **route to aroused loyalties** constitutionally **may be short-cut** by instituting a compulsory salute and slogan. * * * Symbolism is a primitive but effective way of **communicating ideas** * * * A person **gets from a symbol the meaning** he puts into it and what is one man's comfort and inspiration is another's jest and scorn * * * The Gobitis decision, however, assumed, as did the argument in that case and in this, that power exists in the State to impose the flag-salute **discipline** upon school children in general * * * To believe that patriotism will not flourish if **patriotic ceremonies** are voluntary and spontaneous instead of a compulsory **routine** is to make an unflattering estimate of the appeal of our institutions to free minds. We can have intellectual individualism and the rich cultural diversities that we owe to exceptional minds only at the price of occasional **eccentricity** and **abnormal attitudes.** When **they** are so harmless to others or to the State as those we deal with here, the price is not too great". Justices Black and Douglas, in their opinion say: "We cannot say that a failure * * * **to assume a particular position** and to repeat the words of **a patriotic formula** creates a grave danger to the Nation". And Justice Murphy in his opinion says: "Without wishing to disparage the purposes and intentions of those who hope **to inculcate sentiments of loyalty and patriotism** by requiring **a declaration of allegiance** as a feature of public education. * * * I am impelled to conclude that such a requirement is not essential to the maintenance of effective government and orderly society".

What is more, the Court virtually concedes that the flag salute requirement does not proscribe or preclude free and full criticism of the ceremony by those complying with it or complete disavowal by them of the implication of the ceremony. Thus the majority opinion says: "It is not clear whether the regulation contemplates that pupils forego any contrary convictions of their own and become unwilling converts to the prescribed ceremony or whether it will be acceptable if they simulate assent by words without belief and by a gesture barren of meaning". But, if "it is not clear" that "the regulation contemplates that the pupils forego any contrary convictions of their own and become unwilling converts to the prescribed ceremony", it is not clear that the flag-salute ceremony constitutes a denial of freedom of speech and of religion.

The quoted statement of the Court, therefore, is a virtual acknowledgment of the want of any room for disagreement by the Court with Justice Frankfurter's dissenting opinion that the flag-salute requirement did not infringe freedom of speech. Said Justice Frankfurter, in that regard:

> "It is not even remotely suggested that the requirement for saluting the flag involves the slightest restriction against the fullest opportunity on the part both of the children and of their parents to disavow as publicly as they choose to do so the meaning that others attach to the gesture of salute. All channels of affirmative free expression are open to both children and parents * * * Compelling belief implies denial of opportunity to combat it and to assert dissident views. Such compulsion is one thing. Quite another matter is submission to conformity of action while delaying its wisdom or virtue and with ample opportunity for seeking its change or abrogation".

Nor is it insignificant that no less than three of the six members of the Court majority apparently preferred to place their judgment upon the ground that the flag salute requirement infringed the right of freedom of religion rather than freedom of speech. Thus, the concurring opinion of Justices Black and Douglas begins as follows: "We are substantially in agreement with the opoinion just read, * * * we believe that the statute before us fails to accord full scope to the **freedom of religion** secured to the appellees by the First and Fourteenth Amendments". And their opinion ends with the words: "The ceremonial, when enforced against conscientious objectors, more likely to defeat than to serve its high purpose, is a handy implement for disguised **religious persecution. As such,** it is inconsistent with our Constitution's plan and purpose". Justice Murphy, although commencing his concurring opinion with the statement: "I agree with the opinion of the Court and join in it", states his position in language which makes it clear beyond question that his judgment of the matter was based wholly upon the view that the flag-salute requirement invaded religious freedom. Thus he says: "But there is before us **the right of freedom to believe,** freedom to worship one's Maker according to the dictates of one's conscience, a right which the Constitution specifically shelters. Reflection has convinced me that as a judge I have no loftier duty or responsibility than to uphold that spiritual freedom to its farthest reaches. * * * Official compulsion to affirm which is contrary to one's religious beliefs is the antithesis of freedom of worship. * * * Any spark of love for country which may be generated in a child or his associates by forcing him to make what is to him an empty gesture and recite words wrung from him contrary to his **religious beliefs** is over-shadowed by the desirability of preserving freedom of conscience to the full". Yet, this notion that a physical gesture of **respect for the Nation,** accompanied by a pledge or solemn **promise** of **loyal civil conduct,** can constitute an abnegation of freedom of religious belief, would strike the ordinary layman as no more reasonable and justifiable than (to borrow Justice Jackson's words) the "eccentricity and abnormal attitudes" which furnished the occasion for its origination. And so, to the ordinary layman, the Supreme Court's recognition of that notion as tenable and valid, would seem inexplicable on any other than esoteric grounds.

The foregoing examination tends to show, this writer believes, that the avowed reason for the Court's decision, is not so completely convincing, is not so impregnably entrenched in common sense, no less than flawless legal reasoning, to be accepted as the real reason for the decision. It would seem, then, that the real reason is to be looked for in the realm of what is unavowed, of what even is unsensed and unsuspected by the mind itself. A sure clue to that true, albeit latent, reason seems to be furnished by the stark fact that the required flag-salute, being a "compulsory ceremony" performed by a group of individuals in unison and in a seemingly automatic manner, and having as its most notable feature a stiff-armed gesture, bears a striking resemblance to the robot-like salute of the Fascists and the Nazis. That striking resemblance, it seems reasonable to believe, so aroused the deep and powerful resentment of the majority Justices, that they were impelled, as it were, unconsciously, to find some rationalization which would furnish warrant for its constitutional condemnation. It is as if they feared that, by countenancing the flag salute, they might be opening the door ever so slightly to let in the abominable thing of which the flag salute requirement so vividly and painfully reminded them.

(To be continued next week)

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AMERICAN BAR IS ASKED TO LEAD IN ATTACK ON OPA'S PROCEDURE

Chicago, Ill. (CCNS) — A plea for American Bar Association action against what he termed a "brazen and ruthless attack on civil liberties" through OPA regulations was made by State Senator Walker Butler in a letter to the association's president, Joseph W. Henderson, Philadelphia.

Taken at the direction of a joint state legislative petroleum investigating committee, Butler's action followed disclosures of practices by OPA hearing commissioners that allegedly ignored the constitutional rights of citizens.

"The American people look to the lawyers of our country to lead the battle to preserve our constitution," Butler wrote. "They look to the American Bar Association to take the initiative to stop this program that is aimed at the destruction of our Bill of Rights."

Butler, a Republican, said that some of the "unconstitutional practices" of OPA hearings were indicated at recent hearings held by the legislative committee and that further investigation revealed rules of procedure that rode rough-shod over individual rights.

OPA regulations on subpoenas in connection with issuance of rationing suspension orders were scored by Butler, who said:

Grievances Listed

"First the hearing commissioner is given complete jurisdiction to decide if the respondent shall have the use of the only process provided to compel attendance of witnesses who might testify in respondent's behalf; second, the respondent must reveal to the OPA the nature of the facts to be proved by the witness, prior to the OPA —which is the plaintiff—deciding if it wants to allow testimony to be presented against its previously-assumed position; third, the requirement that a defendant must pay subpoena fees and mileage, while the plaintiff shall not, is a unique invention that scarcely adds to the historical conception of the equality of parties before a court of justice."

The solon also cited the regulation on contemptuous conduct which ruled that such action shall be ground for exclusion from the hearing and that upon refusal of a witness to answer any question which has been ruled proper, the presiding officer may strike out all testimony previously given by the witness on related matters.

"It is of the utmost importance to note that no provision is made," Butler pointed out, "in a single line or word of these rules for respect or deference to the constitutional rights of the respondent. A child would know that no man—that is, no American—is required to give evidence against himself; if the author of this procedural regulation was not an individual opposed to the constitution of the United States, this rule would have provided an exception in the case where a citizen's constitutional rights were involved.

"This is no mere omission, in the opinion of my neighbors in this community, because the principle of brazen and ruthless attack on the civil liberties of our citizens has been seen in practice all too frequently.

"Only within the last week a group of citizens of this city were subpoenaed to come before one of the OPA hirelings for 'investigation.' They obeyed the subpoenas, but fearful of the devious plotting that they had previously heard of, each one brought his attorney and a court reporter. The OPA 'gauleiter' directed each of the attorneys and court reporters to leave the room, and when they refused to do so, he announced he would not go ahead with the questioning until they departed."

Mohawk Savings Loan Bond Drive

Members of the Mohawk Savings and Loan Association, 14 Commerce St., Newark, N. J. have received a letter urging them to invest in U. S. War Bonds.

The letter calls attention to the opening of the Government's Third War Loan Drive on September 9 and says:

"The importance of its success overshadows all previous drives. Determine to invest every dollar you can in U. S. War Bonds—the best securities that money can buy."

Philip Klein, President of the Association, announces that at the regular September Board Meeting, held on September 8, every member of the Board of Directors and every officer subscribed to bonds and that a total of $8,500.00 worth of bonds were sold at the Board Meeting.

The officers of the Association were directed to invest in United States Securities during the current month, the sum of $25,000.00, the Association having already purchased, during 1943, War Bonds in the amount of $100,000.00.

Table Protest Over Bar's Act On Negro Issue

Request to National Body to Reconsider Admission of Colored Man Defeated

Dallas, Tex. (CCNS)—A resolution asking the American Bar Association's board of governors to reconsider its recent action in approving the application of a New York Negro judge for association membership was tabled by a narrow margin at a meeting of the Dallas Bar Association.

So nearly equally was opinion divided that President James L. Lipscomb was forced to check his count of votes three times before announcing the motion to table had carried 33 to 31. Some 10 or 15 lawyers failed to vote.

Spirited Debate

Introduction of the resolution touched off a lively debate. W. M. Holland, the proponent, declared the American Bar's action in changing its by-laws so that four instead of two votes on the board of governors would be required to blackball an applicant, was a slap in the face of all southern members of the association. He added the somewhat irrelevant comment that in their attitude toward the south there wasn't much difference between a Yankee Democrat and a Yankee Republican.

Asked whether there was any law to prevent a Negro from practicing, Mr. Holland replied in the negative but pointed out that neither was there a law to bar Negroes from membership in the Methodist and Presbyterian Churches. Despite the absence of such a statute, however, the Negro doesn't join the white folks' church.

Discrimination Evident

Thomas B. Love, leading a fight against the resolution, said the proposal on its face was an effort to discriminate against colored attorneys on racial grounds and to bring it up at this time was contrary to the general welfare of the country.

Others attacked the resolution as violating constitutional principles to which lawyers should subscribe. One speaker said Dallas lawyers ought to be ashamed to be debating such a question. Another asked Mr. Holland to withdraw the resolution out of respect for the dignity of the Bar.

The times are too crucial for such an issue to be fanned any further, declared former Bar President Cleo Thompson in offering the motion to table.

TRIBUTE PAID TO THE LATE ROBERT M. BOYD, JR.

The members of the Bar of Montclair honored the late Robert M. Boyd, Jr. at a meeting called by Common Pleas Judge Flannagan at the Court House in Newark. The minutes of the proceedings were inscribed upon the minutes of the court and a copy was sent to Mr. Boyd's widow. The first speaker was Judge Flannagan, followed by W. Whitney Ames, new dean of the Montclair Bar, Philip Goodell, Arthur H. Bissell and Howard S. Dodd, all of the Montclair Bar.

COURT NOTES

Bergen County

The high No. reached in the weekly call of Sept. 22 is 48.

Essex County

Justice Parker will hear Supreme Court Motions on Sept. 25, in Room 401, Court House, at 9:30 A. M.

Weekly call—Friday, Sept. 24. Hon. Wm. A. Smith, Assignment Judge.

High No. to be called:
Supreme & Circuit 411.
Common Pleas 107.

Cases must be answered.

Cases not answered will be considered to be ready and will be set down for trial during the weeks of Sept. 27 and Oct. 4.

Hudson County

Weekly calls of Supreme & Circuit Court cases will be held before Judge Ackerson on Friday, Oct. 1.

High No. to be called:
Supreme & Circuit 75.

Note: It is important to watch daily calls as cases may appear in such calls even though they may be listed in weekly call.

Mercer County

All motions returnable before Justice Newton H. Porter on his regular motion day on the first Monday of each month, must be listed with the sergeant-at-arms, Supreme Court, State House Annex, Trenton on or before 4 P.M. on the Friday preceding the regular motion day.

Middlesex County

Trials begin Monday, Sept. 27.

Passaic County

High No. reached in weekly call of Oct. 4 is 32.

OBITUARY

Benjamin F. Havens, Clerk of the United States District Court of New Jersey, died on September 20, 1943. Mr. Havens became clerk in 1938, succeeding George T. Cranmer. Mr. Havens was admitted to the New Jersey Bar as an attorney in 1910 and as counsellor in 1913.

Judge V. Claude Palmer died on September 16, 1943. Judge Palmer was appointed to the Circuit bench in 1933 for Camden County. He was admitted as an attorney in 1904 and as counsellor in 1907. He was a member of the Burlington County, State and American Bar Associations.

Sam Mendelsohn of Paterson died on September 14, 1943. He was a member of the firm of Mendelsohn & Mendelsohn, being admitted to practice as an attorney in 1917 and as counsellor in 1920. He was a Special Master and a Supreme Court Commissioner.

Opening Days of Terms

CIRCUIT & COMMON PLEAS COURTS

Atlantic County
Wednesday, October 13.
Last day to file notice of ... for October Term: Septembe...

Cape May County
Wednesday, October 13.
Last day to file Notice of ... for September Term: Septe... 29.

Gloucester County
Wednesday, October 13.
Last day to file Notice of ... for September Term: Septe... 29.

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Wednesday, October 13.
Last day to file Notice of ... for October Term: Septembe...

Monmouth County
Tuesday, September 28.

Morris County
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L.J.—Sept. 23, 30, Oct. 7, 14, 2...

September ...
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